

ASSIGNMENT AGREEMENT

Title IV of the

Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division
Office of Intergovernmental Personnel Programs
Office of Personnel Management
P.O. Box 14184
Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

PART 1-NATURE OF THE ASSIGNMENT AGREEMENT

1. ☒ New Agreement ☐ Modification ☐ Extension

PART 2-INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

McCrystal, James

3. Social Security Number

(b) (6)

4. Home Address (Street, City, State, Zip Code)

(b) (6)

5. - A. Have you ever been on a mobility assignment?

☒ YES ☐ NO

5. - B. If "YES", date of each assignment (Month and Year)

FROM: **5/10/21** TO: **5/09/22**

PART 3-PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

**US Environmental Protection Agency
Office of Ground Water and Drinking Water
1200 Pennsylvania Avenue N.W., MC: 4606M
Washington, DC 20460**

7. State or local Government (Identify the governmental agency)

Arizona Department of Environmental Quality

8. Is assignment being made through a faculty fellows program? If yes, give name of program.

☐ YES ☒ NO

PART 4-POSITION DATA

A-Position Currently Held

9. Employment Office Name and Address (Building, Street, City, State and ZIP code)

**1110 W Washington Ave
Phoenix, AZ, 85007**

10. Employee's Position
Title

Sr. Business Analyst

11. Office Phone No.

602-771-4446

12. Immediate Supervisor (Name and Title)

**Jennifer Peterson
Manager, Drinking Water Program**

B-Type of Current Appointment			
13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
<input type="checkbox"/> Career Competitive <input type="checkbox"/> Other (Specify)	Indicates GS Level	State or Local Annual Salary	Original Date Employed by the State or Local Government
		\$ 128,328.18	9/26/16
C-Position to Which Assignment Will Be Made			
Employment Office Name and Address (Building, Street, City, State and ZIP code)		16. Assignee's Position Title	17. Office Phone No.
		Program Analyst	
US Environmental Protection Agency Office of Ground Water and Drinking Water 1200 Pennsylvania Avenue N.W., MC:4606M Washington, DC 20460		18. Immediate Supervisor (Name and Title)	
		Michael Plastino, Branch Chief	

PART 5-TYPE OF ASSIGNMENT

19. Check Appropriate Box	20. Period of Assignment (Month, Day, Year)
<input type="checkbox"/> On detail from a Federal agency	FROM: 5/10/21 TO: 5/09/22
<input type="checkbox"/> On leave without pay from a Federal agency	
<input checked="" type="checkbox"/> On detail to a Federal agency	
<input type="checkbox"/> On appointment in a Federal agency	

PART 6-REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Participant will serve as Product Owner for the development and implementation of the modernized SDWIS system, EPA's drinking water program, through tracking on compliance monitoring data, state inspections and other oversight actions, and by assisting in the identification of potential violations of drinking water rules.

PART 7-POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

- Provide technical and programmatic support in the development and implementation of the Modernized SDWIS System development and implementation**
- Coordinate with State and EPA Regional staff**

PART 8-EMPLOYEE BENEFITS

23. Rate of Basic Pay James' basic pay rate including benefits is \$ 128,328.18	24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)
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25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)

James earns 5.54 hours of annual leave and 3.70 hours of sick leave every two weeks

PART 9-FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations *(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)*

EPA will be responsible for paying 50% of the salary and the quarterly invoices will be paid in a reasonable timeframe.

27. State or Local Government Agency Obligations

James will remain a state employee and time and attendance will be maintained in the state payroll system. A specific code will be set up to track only time charged by James for project-specific charges. Each hour charged will be approved by James' supervisor. Quarterly invoices will be sent to EPA to be paid directly to the ADEQ.

PART 10-CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not in advertently arise during this assignment.

☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11-OPTIONS

30. Indicate coverage of "N.A." if not applicable

A. Federal Employees Group Life Insurance

☐ Covered ☒ N.A.

31. State or Local Agency Benefits *(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal Agency to a State or local Agency.)*

B. Federal Civil Service Retirement

☐ Covered ☒ N.A.

C. Federal Employee Health Benefits

☐ Covered ☒ N.A.

Employee will maintain his benefits

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

N/A

PART 12-TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or Local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

EPA will provide funds for up to four trips to EPA HQ.

PART 13-APPLICABILITY OF RULES, REGULATIONS AND POLICIES**34. Check Appropriate Boxes**

[] YES

[X] A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

[] Yes, with exceptions attached

[X] B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.

[X] C. I have informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

[] D. I have been informed of applicable provisions should my permanent employer become subject to a reduction in force procedure.

[] E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment.

(For Federal employees only)

PART 14-CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

US Environmental Protection Agency, Office of Ground Water and Drinking Water

36. Date (Month, Day, Year)

From:

To:

5/10/21**5/09/22****37. Signature of Assigned Employee**


James McCrystal (Apr 12, 2021 16:10 PDT)

38. Date of Signature (Month, Day, Year)

4/12/2021

PART 15-CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;

- this assignment is being entered into serves a sound, mutual public purpose and not solely for the employee's benefit;

- at the completion of the assignment, the participating employee will be returned to the position he occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Signature of Authorizing Officer		Typed Name and Title	Date of Signature (Month, Day, Year)
State of Local Government Agency	30. <i>Michael Keyack</i>	40. Michael Keyack Deputy Director, ADEQ	41. May 7, 2021
Federal Agency	42.	43. Benita Best-Wong Deputy Assistant Administrator	44.
Headquarters Concurring Official	45.	46. Jannette Stewart IPA Coordinator	47.

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employee To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

IPA Agreement Between the Drinking Water Protection Division, US EPA and the Arizona
Department of Environmental Quality

Errata Sheet

This Errata Sheet is an addendum to the 10-page IPA Agreement form, for:

- 1) Correcting the Assignment Date Range in Section 5b on page 3 to be from ~~6/1/21~~^{7/12/21}
through ~~5/31/22~~^{7/11/22*}, and
- 2) Providing for the following approval signatures, in addition to the signature on page 6 of
the form:

Signature of Authorizing Officers

Name and Title

VICTORIA
CLARKE

Digitally signed by
VICTORIA CLARKE
Date: 2021.05.14
09:24:22 -04'00'

Victoria Clarke, OGC Ethics Office

BENITA
BEST-WONG

Digitally signed by
BENITA BEST-WONG
Date: 2021.07.08
07:30:58 -04'00'

Benita Best-Wong, OW Deputy Assistant Administrator

JANNETTE
STEWART

Digitally signed by
JANNETTE STEWART
Date: 2021.07.08
10:03:22 -04'00'

Jannette Stewart, EPA IPA Coordinator

- 3) Providing for the Hosting Organization signature for the Prohibition of Use of Federal
Funds on page 10 of the form:

CYNTHIA
SIMBANIN

Digitally signed by
CYNTHIA SIMBANIN
Date: 2021.05.17
10:07:20 -04'00'

Cindy Simbanin, DWPD Deputy Director

*Dates changed based on timing of PSB clearance